TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

Article 1 Scope of Application

1. Contracts for Accommodation and related agreements to be entered into between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions. And any particulars not provided for herein shall be governed by laws and regulations and/or generally accepted practices.
2. In the case when the Hotel has entered into a special contract with the Guest insofar as such special contract does not violate laws and regulations and generally accepted practices, notwithstanding the preceding Paragraph, the special contract shall take precedence over the provisions of these Terms and Conditions.

Article 2 Application for Accommodation Contracts

1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following particulars:

(1) Name of the Guest(s):
(2) Date of accommodation and estimated time of arrival:
(3) Accommodation Charges (based, in principle, on the Basic Accommodation Charges listed in the attached Table No.1); and
(4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest requests, during his stay, extension of the accommodation beyond the date in Subparagraph (2) of the preceding Paragraph, it shall be regarded as an application for a new Accommodation Contract at the time such request is made.

Article 3 Conclusion of Accommodation Contracts, etc.

1. A Contract for Accommodation shall be deemed to have been concluded when the Hotel has duly accepted the application as stipulated in the preceding Article. However, the same shall not apply when it has been proved that the Hotel has not accepted the application.
2. When a Contract for Accommodation has been concluded in accordance with the provisions of the preceding Paragraph, the Guest is requested to pay an accommodation deposit fixed by the Hotel within the limits of Basic Accommodation Charges covering the Guest's entire period of stay (3 days when the period of stay exceeds 3 days) by the date specified by the Hotel.
3. The deposit shall be first used for the Total Accommodation Charges to be paid by the Guest, then secondly for the cancellation charges under Article 6 and thirdly for the reparations under Article 18 if applicable, and the remainder, if any, shall be refunded at the time of the payment of the Accommodation Charges as stated in Article 12.
4. When the Guest has failed to pay the deposit by the date as stipulated in Paragraph 2 the Hotel shall treat the Accommodation Contract as invalid. However, the same shall apply only in the case when the Guest is thus informed by the Hotel when the period of payment of the deposit is specified.

Article 4 Special Contracts Requiring No Accommodation Deposit

1. Notwithstanding the provisions of Paragraph 2 of the preceding Article, the Hotel may enter into a special contract requiring no accommodation deposit after the Contract has been concluded as stipulated in the same Paragraph.
2. In the case when the Hotel has not requested the payment of the deposit as stipulated in Paragraph 2 of the preceding Article and/or has not specified the date of the payment of the deposit at the time the application for an Accommodation Contract has been accepted, it shall be construed as that the Hotel has accepted a special contract prescribed in the preceding Paragraph.

Article 5 Refusal of Accommodation Contracts

1. The Hotel may not accept the conclusion of an Accommodation Contract under any of the following cases:

(1) When the application for accommodation does not conform with the provisions of these Terms and Conditions:
(2) When the Hotel is fully booked and no room is available;
(3) When the Guest seeking accommodation is deemed liable to conduct himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation:
(4) When the Guest seeking accommodation can be clearly detected as carrying an infectious disease:
(5) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation:
(6) When the Hotel is unable to provide accommodation due to natural calamities, disfunction of the facilities and/or other unavoidable causes:

Article 6 Right to Cancel Accommodation Contracts by the Guest

1. The Guest is entitled to cancel the Accommodation Contract by so notifying the Hotel.
2. In the case when the Guest has cancelled the Accommodation Contract in whole or in part due to causes for which the Guest is liable (except in the case when the Hotel has requested the payment of the deposit during the specified period as prescribed in Paragraph 2 of Article 3 and the Guest has cancelled before the payment), the Guest shall pay cancellation charges as listed in the attached Table No.2. However, in the case when a special contract as prescribed in Paragraph 1 of Article 4 has been concluded, the same shall apply only when the Guest is informed of the obligation of the payment of the cancellation charges in case of cancellation by the Guest.
3. In the case when the Guest does not appear by 8 p.m. of the accommodation date (2hours after the expected time of arrival if the Hotel is notified of it) without an advance notice, the Hotel may regard the Accommodation Contract as being cancelled by the Guest.

Article 7 Right to Cancel Accommodation Contracts by the Hotel

1. The Hotel may cancel the Accommodation Contract under any of the following cases:

(1) When the Guest is deemed liable to conduct and/or have conducted himself in a manner that will contravene the laws or act against the public order or good morals in regard to his accommodation:
(2) When the Guest can be clearly detected as carrying an infectious disease:
(3) When the Hotel is requested to assume an unreasonable burden in regard to his accommodation:
(4) When the Hotel is unable to provide accommodation due to natural calamities and/or other causes of force majeure:
(5) When the Guest does not observe prohibited actions such as mischief to the firefighting facilities and other prohibitions of the Use Regulations stipulated by the Hotel (restricted to particulars deemed necessary in order to avoid the causing of fires).

2. In the case when the Hotel has cancelled the Accommodation Contract in accordance with the preceding Paragraph, the Hotel shall not be entitled to charge the Guest for any of the services during the contractual period which he has not received.

Article 8 Registration

1. The Guest shall register the following particulars at the front desk of the Hotel on the day of accommodation:

(1) Name, address, phone number, age and next destination;
(2) For non-Japanese who do not have a domicile in Japan: nationality and passport number:
(3) Date of arrival and departure; and
(4) Other particulars deemed necessary by the Hotel.

2. In the case when the Guest intends to pay his Accommodation Charges prescribed in Article 12 by any means other than Japanese currency, such as coupons or credit cards, these credentials shall be shown in advance at the time of the registration prescribed in the preceding Paragraph.

Article 9 Occupancy Hours of Guest Rooms

1. The Guest is entitled to occupy the contracted guest room of the Hotel from 3p.m. to 10a.m. the next morning. However, in the case when the Guest is accommodated continuously, the Guest may occupy it all day long, except for the days of arrival and departure.
2. The Hotel may, notwithstanding the provisions prescribed in the preceding Paragraph, permit the Guest to occupy the room beyond the time prescribed in the same Paragraph. In this case, extra charges shall be paid as follows: 【The room charge is ¥5500(included tax)/hour.】

Article 10 Observance of Use Regulations

1. The Guest shall observe the Use Regulations established by the Hotel.

Article 11 Business Hours

1. The business hours of the main facilities, etc. of the Hotel are as follows, and those of other facilities, etc. shall be notified in detail by brochures as provided, notices displayed in each place, in guest rooms and others.

(1) Front service: 7:00 ～ 22:00
(2) Souvenir shop: 8:00 ～ 21:30
(3) Service Hours for Food and Beverage
Dinner 18:00 ～ 20:30 (Last start time: 19:00)
Breakfast 7:30 ～ 9:15 (Last start time: 8:30)

2. The business hours specified in the preceding Paragraph are subject to temporary changes due to unavoidable causes of the Hotel. In such a case, the Guest shall be informed by appropriate means.

Article 12 Payment of Accommodation Charges

1. The breakdown of the Accommodation Charges, etc. that the Guest shall pay is as listed in the attached Table No.1.
2. Accommodation Charges, etc. as stated in the preceding Paragraph shall be paid with Japanese currency or by any means other than Japanese currency such as accommodation voucher or credit cards recognized by the Hotel at the front desk at the time of the departure of the Guest or upon request by the Hotel.
3. Accommodation Charges shall be paid even if the Guest voluntarily does not utilize the accommodation facilities which have been provided for him by the Hotel and are at his disposal.

Article 13 Liabilities of the Hotel

1. The Hotel shall compensate the Guest for the damage if the Hotel has caused such damage to the Guest in the fulfillment or the nonfulfillment of the Accommodation Contract and/or related agreements. However, the same shall not apply in cases when such damage has been caused due to reasons for which the Hotel is not liable.
2. Even though the Hotel has received the certificate of excellence of fire prevention standard issued by the fire station, furthermore, the Hotel is covered by the Hotel Liability Insurance in order to deal with unexpected fire and/or other disasters.

Article 14 Handling When Unable to Provide Contracted Rooms

1. The Hotel shall, when unable to provide contracted rooms, arrange accommodation of the same standard elsewhere for the Guest insofar as practicable with the consent of the Guest.
2. When arrangement of other accommodation cannot be made notwithstanding the provisions of the preceding Paragraph, the Hotel shall pay the Guest a compensation fee equivalent to the cancellation charges and the compensation fee shall be applied to the reparations. However, when the Hotel cannot provide accommodation due to the causes for which the Hotel is not liable, the Hotel shall not compensate the Guest.

Article 15 Handling of Deposited Articles

1. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused to the goods, cash, or valuables deposited at the front desk by the Guest, except in the case when this has occurred due to causes of force majeure. However, for cash and valuables, when the Hotel has requested the Guest to report its kind and value but the Guest has failed to do so, the Hotel shall compensate the Guest within the limit of 100,000yen.
2. The Hotel shall compensate the Guest for the damage when loss, breakage or other damage is caused, through intention or negligence on the part of the Hotel, to the goods, cash or valuables which are brought into the premises of the Hotel by the Guest but are not deposited at the front desk. However, for articles of which the kind and value have not been reported in advance by the Guest, except in case of the damage caused through intention or gross negligence on the part of the Hotel, the Hotel shall compensate the Guest within the limits of 100,000yen.

Article 16 Custody of Baggage and/or Belongings of the Guest

1. When the baggage of the Guest is brought into the Hotel before his arrival, the Hotel shall be liable to keep it only in the case when such a request has been accepted by the Hotel. The baggage shall be handed over to the Guest at the front desk at the time of check-in.
2. When the baggage or belongings of the Guest is found left after his check-out, and the ownership of the article is confirmed, the Hotel shall inform the owner of the article left and ask for further instructions. When no instruction is given to the Hotel by the owner or when the ownership is not confirmed, the Hotel shall keep the article for 7 days including the day it is found, and after this period, the Hotel shall dispose.
3. The Hotel's liability in regard to the custody of the Guest's baggage and belongings in the case of the preceding two Paragraphs shall be assumed in accordance with the provisions of Paragraph 1 of the preceding Article in the case of Paragraph 1, and with the provisions of Paragraph 2 of the same Article in the case of Paragraph 2.

Article 17 Liability in regard to Parking

1. The Hotel shall not be liable for the custody of the vehicle of the Guest when the Guest utilizes the parking lot within the premises of the Hotel, as it shall be regarded that the Hotel simply offers the space for parking, whether the key of the vehicle has been deposited with the Hotel or not. However, the Hotel shall compensate the Guest for the damage caused through intention or negligence on the part of the Hotel in regard to the management of the parking lot.

Article 18 Liability of the Guest

1. The Guest shall compensate the Hotel for the damage caused through intention or negligence on the part of the Guest.

【Attached Table No.1】

Calculation method for Accommodation Charges
(Ref. Paragraph 1 of Article 2 and Paragraph 1 of Article 12)

		Contents
Total Amount to be paid by the Guest	Accommodation Charges	(1) Basic Accommodation Charge (Room Charge + Dinner & Breakfast) (2) Service Charge ((1) × 10%)
	Extra Charges	(3) Extra Meals & Drinks (other than Dinner & Breakfast) & other Expenses (4) Service Charge ((3) × 10%)
	Taxes	Consumption Tax Accommodation Tax

Remarks

1. Basic Accommodation Charge is based on the tariffs, which are posted at the hotel.

【Attached Table No.2】

Cancellation Charge for Hotel (Ref. Paragraph 2 of Article 6)

Contracted Number of Guests / Date when Cancellation of Contract is Notified	1 to 30	31 and more
No Show	100%	100%
Accommodation Day	100%	100%
1 Day Prior to Accommodation Day	100%	100%
2 Day Prior to Accommodation Day	100%	100%
3 Day Prior to Accommodation Day	100%	100%
4 Day Prior to Accommodation Day	100%	100%
5 Day Prior to Accommodation Day	100%	100%
6 Day Prior to Accommodation Day	100%	100%
7 Day Prior to Accommodation Day	100%	100%
14 Day Prior to Accommodation Day		50%
21 Day Prior to Accommodation Day		20%
30 Day Prior to Accommodation Day		20%

Remarks

1. The percentages signify the rate of cancellation charge to the Basic Accommodation Charges.
2. When the number of days contracted is shortened, the cancellation charge for its first day shall be paid by the Guest regardless of the number of days shortened.
3. When part of a group booking (for 15 persons or more) is cancelled, the cancellation charge shall not be charged for the number of persons equivalent to 10% of the number of persons booked as of 10 days prior to the occupancy (when accepted less than 10 days prior to the occupancy, as of the date) with fractions counted as a whole number.